accused that No. 1 accused owned Jalan Sultan.

With this knowledge they sold on 1st July, $2,300 worth of rice on credit "on the strength of the representation as to Jalan Sultan property." The second sale on credit was on 13th July, after they had received Mr. Mitter's letter quoted above and after they had had the title deeds of Jalan Sultan in their hands.

On the 14th July a bill for $1,218 became due but this "well to do" firm was unable to meet it, but "on 19th July they delivered a further $682.24 worth of rice on credit. But the learned District Judge took these points (which relate more to the second and third charges than to the first), into consideration and came to the conclusion that Bowrey & Richards were complacent and credulous and were deceived.

It is refreshing to find in this sceptical age men of business with such simple childlike faith in their fellow men that after the warnings I have indicated they should still repose in the accused such implicit trust.

The learned District Judge as I have said, did not overlook these warnings: he found that Bowrey & Richards continued to be deceived by the representations of 29th June until after the 19th July.

At any rate there is no doubt that Bowrey & Richards did in fact supply rice on credit on 13th and 19th July. The District Judge has made his findings of fact after a very careful examination of the evidence and I am not satisfied that he was wrong in the conclusions at which he arrived when he convicted Nos. 1, 2 and 4 accused.

I have already allowed No. 3 accused's appeal. I dismiss the appeals of Nos. 1, 2 and 4 accused. I see no sufficient reason to interfere with the sentences.

I would add a word about the charges in this case. A charge, and especially a charge in a complicated case, should be accompanied by particulars of the acts complained of as constituting the crime charged when the mere mention of the time, place, persons and crime are insufficient to explain by what means the crime was committed. This is particularly necessary in charges of such offences as cheating.

The particulars need not be incorporated in the charge. It is sufficient if they are contained in a separate memorandum supplied to the accused and to the Court.

Such a course helps the prosecutor by providing a simple list of the main points which he must prove; it helps the accused by letting him know exactly what he is alleged to have done that was wrong; it helps the Court by giving it a proper outline of the case which enables it to appreciate the significance and bearing of any piece of evidence as it is given.

The present case seems to have been thrown at the District Judge in such a way that at the end he is left to suppose what act it was that constituted the crime.

As I have said, the false representation as to Jalan Sultan was sufficiently clearly emphasised in the evidence of the third witness Richards to shew that that was the focal point in the case but evidence was given of other statements said to have been made by the accused, statements which may have been mere puffing which might lead to confusion as to what was the real offence.

I think too, that when section 34 of the Penal Code is relied upon, the substance of the section should be indicated in the particulars or at least explained to the accused at the commencement of the trial if the accused are not represented by counsel.

*Appeal of Accused No. 3 allowed; Appeals of Accused Nos. 1, 2 & 4 dismissed.*

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[ORIGINAL CIVIL JURISDICTION]

DEANE, J.

October 19, 1935.

## *IN RE* YEO HOCK HOE'S POLICY.

[SINGAPORE ORIGINATING SUMMONS No. 104 of 1925]

*Ordinance No. 36 (Conveyancing and Law of Property), s. 72, sub-s. 5,—Moneys payable under an endowment policy of assurance—Assured's right to benefit—Insolvency—Appointment of Trustee.*

The assured effected an endowment policy of assurance on his life expressed to be for the benefit of his wife, the applicant, but he reserved to himself "the right without the consent of the beneficiary to revoke the appointment of such beneficiary and substitute my own or any other name therefor, and also without such consent to receive every benefit, exercise every right and enjoy every privilege conferred upon the insured by such Policy." The assured died insolvent, for which reason the widow did not apply for letters of administration: and as the Insurance company would only pay the policy monies to a legal personal representative she took out an application for an order for payment of the policy moneys to her nominee.

*Held*, the assured had not made a complete and absolute gift to his wife since he never parted with the right to dispose of the policy monies, and as he died possessed of such right it must pass to his personal representatives for the benefit of the creditors.

SUMMONS.

*Wee Swee Teow* for applicant, Khoo Kwak Neo.

The facts and arguments appear sufficiently from the judgment.

*Cur. Ad. Vult.*

**DEANE, J.**—This is an application by originating summons for an order that Yeo Yan Boon of Nos. 1/3 Raffles Chambers, Singapore may be appointed as trustee of the money due and payable to the applicant by the Great Eastern Life Assurance Company Limited under Policy

No. 2814 on the life of Yeo Hock Hoe now deceased, and that the said money may vest in such trustee. The summons was taken out by Khoo Kwak Neo, the widow of Yeo Hock Hoe, under the following circumstances. Yeo Hock Hoe took out a Life Policy No. 2814 dated 28th April 1911 with the Great Eastern Life Assurance Company Limited, on his own life for the benefit of his wife the applicant and in the event of her predeceasing him to ensure for the benefit of his executors administrators or assigns. Yeo Hock Hoe died intestate on 3rd May 1924 and his estate is stated to be insolvent. For that reason the widow has not applied for letters of administration but as the insurance company refuse to pay the money except to the legal personal representative of the deceased she has taken out this summons.

The application for the appointment of a trustee is made under s. 72, sub-s. 4 of Ordinance No. 36 which provides that "if at the time of the death of the insured or at any time afterwards there is no trustee, a trustee may be appointed by the Supreme Court." Sub-s. 6 makes a receipt of a trustee a good discharge to the office for the sum secured by the policy.

Now the trust which this trustee is to be appointed to administer is the trust which comes into existence under s. 72, sub-s. 1 of the Ordinance. That section provides:—

> "A policy of assurance effected by any man on his own life and expressed to be for the benefit of his wife or of his children or of his wife and children or any of them, or by any woman on her own life and expressed to be for the benefit of her husband or of her children or of her husband and children or any of them, shall create a trust in favour of the objects therein named, and the moneys payable under any such policy shall not so long as any object of the trust remains unperformed form part of the estate of the insured or be subject to his or her debts."

In other words the legislature viewing with sympathy any effort by a man to provide for his wife and family after his death has provided that a man may insure his life at any time for their benefit and any monies payable under the policy shall not go to pay his debts, but shall be held in trust for his family. And so far is this policy of protection carried that even when it is proved that the policy was effected and the premiums paid with intent to defraud the creditors of the insured, that fact will not defeat the trust, but the creditors will be entitled to receive out of the monies payable under the policy, only the sums actually paid by way of premiums.

The legislature thus protects this voluntary settlement to an exceptional degree. Note this fact however, it must be a voluntary settlement, there is no compulsion put by the legislature on the husband to protect his family, all that the legislature does is to say you do the needful to create a voluntary settlement, we will protect that settlement to the extent we have seen.

In this case therefore all that we have to enquire into is: Has the husband effectually created a voluntary settlement? The section shows him the way to do it, has he complied with the section? A reference to the policy shows that he has effected an insurance on his life for the benefit of his wife; but on the face of the policy is the following statement "this assurance is granted in consideration of the representations, statements and agreements contained in the application for this policy which is hereby made a part of this contract. . . ."

The application is before me and I find that in answer to the question "for whose benefit is the insurance to be effected?" the applicant (deceased) stated "Khoo Kwak Neo or in case she should die before payment to my executors, administrators or assigns." The deceased however added this important reservation "and I reserve the right without the consent of the beneficiary to revoke the appointment of such beneficiary and substitute my own or any other name therefor, and also without such consent to receive every benefit, exercise every right and enjoy every privilege conferred upon the insured by such policy."

Now the first requisite of a gift to make it a good gift is that it must be complete and absolute; as we have seen the legislature has left it entirely to the man to say whether he will make a gift to his wife or not, it does not concern itself with its amount or otherwise, all it does is to say, you make a gift and we shall see that it is protected. In this case however the man has not made a gift to his wife, he has as it were put something into her hands, at the same time keeping himself a tight grip of the thing and never letting it go; he reserves himself the right without her consent to borrow on the policy and to receive every benefit on it. In other words he really keeps in his own hands complete control over the policy monies and never parts with the right to dispose of them. He dies in fact possessed of a valuable right, the right to dispose of the policy monies, and such a right I take it must pass to his personal representatives for the benefit of his creditors.

In my opinion therefore all the rights which the applicant has, are subject to payment of the debts of the deceased and if she thinks it worth while to do so in view of the insolvent condition of the estate, she should apply for letters of administration, otherwise the estate might be administered for the benefit of the creditors.

*Order Accordingly.*

Solicitors for the applicant—*Wee Swee Teow & Company.*

**END OF STRAITS SETTLEMENTS OFFICIAL REPORTS.**